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time, it amounts to an unconditional contract between the carrier and a passenger, that he will be given passage at that time. However, the reasonableness of the delay is generally taken into consideration, and as a rule it is held that there is no liability, therefore, for a delay caused by the elements, without negligence by the carrier. *Van Horn v. Templeton & Underhill*, 11 La. Ann. 52. To defeat responsibility for delay caused by a wreck, the carrier must show that it was in no way responsible, and that it used due diligence to resume operations. *International & G. N. R. R. Co. v. Harder*, 36 Tex. Civ. App. 151.

CONTRACTS—DURESS—FORCING EXECUTION OF CONTRACT.—*SNYDER V. ROSENBAUM*, 30 SUP. CT. REP. 73.—*Held*, that refusal by the purchaser in possession of personal property to pay for it, to satisfy a mortgage lien on it, or release it, unless the seller will execute a contract, a contract which, if persisted in, both parties understand will lead to an immediate foreclosure and the ruin of the seller, amounts to duress which will avoid the contract.

Almost all the authorities hold that if circumstances of especial hardship exist, a promise made to obtain property unlawfully withheld is voidable for duress. *Spaids v. Barrett*, 57 Ill. 289. But the decisions as to what constitutes duress of property where no circumstances of especial hardship exist are not harmonious. Some courts hold that duress of property cannot exist where either replevin or trover is an adequate remedy for the party who has been forced to enter into a contract by the wrongful detention of his goods. *Kingsbury v. Sargent*, 83 Me. 230. Others hold that duress does exist even if the party could recover by replevin or trover. *Wilkerson v. Hood*, 65 Mo. App. 491. It is usually held that an actual or threatened breach of contract is not duress. *Goebel v. Linn*, 47 Mich. 489. But if oppressive circumstances exist the opposite is held. *Pantor v. Duluth, Etc., Co.*, 50 Minn. 175. Moreover, the mere refusal to pay a debt when due unless some demand is fulfilled does not amount to duress. *Doyle v. Rector*, 133 N. Y. 372. But if the debtor has reduced his creditor to financial difficulties by his wrongful conduct and then by withholding payment forces the creditor to make some contract, it is generally held that such a contract is voidable for duress. *Fitzgerald v. Construction Co.*, 44 Neb. 463. There can be no duress of property where the act done or threatened is one that the party had a legal right to do. *York v. Hinkle*, 80 Wis. 624.

CORPORATIONS—LIABILITY ON ULTRA VIRES CONTRACT SUBSCRIPTION TO STOCK OF ANOTHER CORPORATION.—*CONVERSE V. GARDNER GOVERNOR CO.*, 174 FED. 30 (ILL.).—*Held*, that a manufacturing corporation, organized under the law of Illinois, having no power under its charter to invest in the capital stock of another corporation, cannot be held liable as a stockholder in a corporation of another state, although it acquired the stock in payment of a pre-existing debt for merchandise sold by it in the course of its regular business.

Ordinarily one corporation cannot subscribe to the capital stock of another corporation. *Denny Hotel Co. v. Schram*, 6 Wash. 134. Though